



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code BRYANAS702		SC	Dept. SWF	A	Contract Number	
County Department DPW – Solid Waste Management Division			Dept. SWF	Orgn. SWF	Contractor's License No.		
County Department Contract Representative Peter H. Wulfman, Division Manager			Telephone 386-8703		Total Contract Amount \$179,379.00		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: The Solid Waste Management Division (SWMD) prefers to not encumber this contract. Since the total contract amount is based upon unit pricing (time and materials), not encumbering this contract allows SWMD greater flexibility in the payment of amounts due under the contract.							
Commodity Code			Contract Start Date 2/25/03		Contract End Date Reference Paragraph 6		Original Amount \$179,379.00
Fund EAC	Dept. SWF	Organization SWF	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 60R19260		Amount \$179,379.00
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount
Project Name Project No: 3-03-00020 - Construction Management Services for the Unit 3 Phase 2 Liner System Construction Project at the Mid-Valley Sanitary Landfill				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	
				<u>02/03</u>	<u>\$179,379.00</u>	<u>I</u>	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
BRYAN A. STIRRAT & ASSOCIATES

hereinafter called **CONSULTANT**

Address
1360 Valley Vista Drive
Diamond Bar, CA 91765

Telephone
(909) 860-7777

Federal ID No. or Social Security No.
95-3983702

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

1. Project.

Consultant shall perform consulting services for the project described as Construction Management Services for the Unit 3 Phase 2 Liner System Construction Project at the Mid-Valley Sanitary Landfill.

2. Retention of Consultant.

County hereby retains the Consultant, as an independent contractor, to perform the required services within the time limits hereinafter specified.

Consultant herein designates Michael Cullinane to be the Project Manager. Consultant shall not change the primary contact without written acknowledgment to the County. The Project Manager or designee must respond to County inquiries within two (2) business days. If the Project Manager will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County. Further, Consultant must provide a list of and the résumés of the individuals who will provide services to the County. These individuals will be designated "key personnel" and may not be removed from the project that is the subject matter of the Contract without the written approval of the County.

Consultant may, at Consultant's own expense, employ subcontractors to accomplish the work of this Contract. However, Consultant agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. No subcontractors have been identified at this time. The fact that Consultant employs subcontractors not in its regular employ shall not relieve Consultant from any responsibility regarding the adequacy of its designs or other work.

3. Scope of Work.

Consultant will provide services in accordance with the Request for Proposal ("**RFP**") entitled "Request for Proposals for Construction Management Services for the Unit 3 Phase 2 Liner System Construction Project at the Mid-Valley Sanitary Landfill" dated November 19, 2002, and incorporated herein by reference.

The Scope of Work shall include, but is not limited to, all items listed in Exhibit "1" attached hereto. Said Scope of Work also includes any relevant dates by which the performance of Consultant of any item of work needs to be completed.

The provisions of this Contract shall control any contrary provision or term of either the Consultant's proposal or of the County's Request for Proposal.

4. Commencement of Work.

Consultant shall commence work immediately upon receipt of a notice to proceed from the Solid Waste Management Division ("**SWMD**") following the acceptance of this Contract by the Board of Supervisors. Consultant shall confer on a bi-weekly basis with the County's Project Manager to review progress of work elements, adherence to work schedule, coordination of work, scheduling of reviews, and resolve any problems that may develop.

5. Compensation.

For the work authorized under this Contract, Consultant shall be compensated for the work performed in an amount not to exceed **\$179,379**.

Consultant shall be paid its actual time and materials as specified in, and subject to the limitations of, Exhibit "2". The specified compensation shall be payable as follows: Payment shall be made based on actual man hours completed and expenses incurred during the billing cycle to the County's satisfaction pursuant to Consultant's "Cost Proposal", dated January 9, 2003, and attached hereto as Exhibit "2", less ten percent (10%) retention.

Consultant's "Cost Proposal", attached as Exhibit "2", hereto, sets out the Consultant's estimate of the cost (including wages) of completing the project. The Cost Proposal was used by the County

to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the project.

Consultant shall provide County itemized monthly invoices in arrears, for services performed under the Contract within twenty (20) days of the end of the previous month. Invoicing for this project shall indicate the project and task numbers. Consultant's itemized monthly invoice shall be in the form of a Invoice Summary attached and incorporated herein as Exhibit "3." The County shall make payment to Consultant within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

Notwithstanding any other provision of this Contract (including any attachments), in no event will the County pay late fees to the Consultant on the compensation due Consultant under the terms of this Contract.

6. Term of Contract.

The term of the Contract shall commence on February 25, 2003 and shall continue through the completion of the Unit 3 Phase 2 Liner Construction at the Mid-Valley Sanitary Landfill (which is estimated to be completed by November 2003).

7. Termination for Convenience.

The County for its convenience may terminate the Contract in whole or in part upon ten (10) calendar days written notice. If such termination is affected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to the County and transfer title (if necessary) to all completed work, and work in progress, including spare parts, drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Indemnification.

The Consultant agrees to indemnify defend and hold harmless the County and its authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of Consultant's negligent acts, errors or omissions and for any costs or expenses incurred by the County, on account of any claim therefore, except where such indemnification is prohibited by law.

9. Insurance.

(a) Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- 1) Worker's Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Consultant and all risks to such persons under this Contract.

If Consultant has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- 2) Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- 3) Errors and Omissions Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

(b) Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

(c) Waiver of Subrogation Rights

Except for Errors and Omissions and Professional Liability, Consultant shall require the carriers of the above-required coverages to waive all rights of subrogation against the County and its officers, employees, agents, volunteers, contractors, and subcontractors.

(d) Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

(e) Proof of Coverage

The Consultant shall immediately furnish certificates of insurance to the SWMD evidencing the insurance coverage, including the endorsements above required, prior to the

commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the SWMD. Consultant shall maintain such insurance from the time Consultant commences performance of services under the Contract until the completion of such services. Within sixty (60) days of the commencement of the Contract, the Consultant shall furnish certified copies of the policies and all endorsements.

(f) Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

10. Licenses and Permits.

Consultant shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Consultant shall maintain these licenses and permits in effect for the duration of the Contract. Consultant will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the Contract. Professional Engineers shall be duly registered in the State of California.

11. Notification Regarding Performance.

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the Consultant shall promptly notify the County in writing and by telephone.

12. Ownership of Documents.

All documents, data, products, graphics, computer programs, and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Consultant may retain copies of such items. Reuse of such documents beyond the intended scope of Consultant's contract shall be at the County's sole risk.

13. Artwork, Proofs and/or Negatives.

All artwork, proofs, and/or negatives in either print or digital format for the project that is the subject matter of the Contract are the property of the County. These items must be returned to the County within ten (10) days upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue available legal remedies. In addition, the Consultant will be barred from all future solicitations, for a period of at least six (6) months.

14. Release of Information.

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

15. Contact with Regulatory Agencies.

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be the time for such in an emergency), Consultant shall not contact the LEA, SCAQMD or other regulatory agencies concerning any site that is the subject of this Contract without SWMD's prior approval.

16. Right to Monitor and Audit.

The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under the Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

17. Cooperation Between All System Contract Contractors.

This Contract is but one of the County contracts which are or will be necessary to keep, operate and maintain the County's Solid Waste Disposal System ("**Disposal System**"), including without limit for the overall expansion, operation, maintenance, remediation and closure of the Disposal System. Specifically, but not by way of limitation, the County has entered, or will enter, into the following contracts with third parties: (i) construction contracts related to various aspects of the expansion, remediation and closure of the Disposal System; (ii) contracts for the management of the foregoing construction contracts, to the extent the County does not manage such contracts with its own employees; (iii) a contract for the aggregate operation at the Mid Valley Landfill; (iv) contracts for the operation and maintenance of the landfill gas collection systems located at various County Landfills; (v) the lease of the landfill gas collection systems and lease of the rights to the landfill gas collected by such systems; (vi) a contract for the operation of the Baker Transfer

Station; (vii) a Development Contract with the City of Rialto regarding various aspects of the expansion of the Mid Valley Landfill; (viii) a contract with the City of Needles relating to the closure of the Needles Landfill; and (ix) a contract for performing day to day operations at the facilities comprising the Disposal System . These contracts, together with this Contract, will collectively be referred to as “**All System Contracts**”.

In performing its duties under this Contract, Consultant shall be required, pursuant to direction provided by the Manager of the Solid Waste Management Division, to coordinate such performance with the performance of the duties required of the contractors under each of the other All System Contracts. Likewise, the contractors under each of the other All System Contracts will be required to coordinate the performance of the duties required of it under the terms of its contract with the performance of the duties required of the contractors under each of the other All System Contracts, including this Contract. The goal of the County is to maximize, in the aggregate, the effectiveness of performance of the duties required under all of the All System Contracts to keep, operate and maintain the Solid Waste Disposal System, rather than to maximize the effectiveness of performance of duties required to be performed under any single All System Contract.

18. Compliance with Laws.

During the term of the Contract, Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

19. Conflict of Interest.

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

20. Former County Officials.

Consultant agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant or its subcontractor(s) being utilized on this project. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of Consultant. For purposes of this section, “County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Administrative Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

21. Improper Consideration.

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any Contract awarded by County.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. Inaccuracies or Misrepresentations.

If in the course of the RFP process or in the administration of a resulting Contract, the County determines the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

23. RESERVED.

24. Representation of the County.

In the performance of the Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

25. Notice.

25.1 Service. Except as otherwise required by law, any notice, information, request or reply ("**Notice**") required or permitted to be given under the provisions of this Contract shall be in writing and shall be given or served either personally or by mail. If given or served by mail, such Notice shall be deemed sufficiently given if:

- (a) Deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or
- (b) Sent by express mail, Federal Express, or similar overnight service, provided proof of service is available, addressed to the addresses of the Parties specified below in Section 25.4 or to such other address as may be duly specified by the respective parties.

25.2 When Effective. Any notice given or served by certified mail shall be deemed given or served three (3) business days after deposit in the mails, or as a signed receipt may show, unless a copy of the Notice is concurrently transmitted by electronic or telephonic facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails. Any Notice given or served by express mail, Federal Express, or other similar overnight service, shall be deemed given or served the day following deposit in the mails or delivery to the carrier, unless a copy of the Notice is concurrently transmitted by electronic or telephone facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails or delivery to the carrier.

25.3 Change of Address. Either party may, by written Notice to the other in the manner provided herein, specify an address within the United States for notices in lieu of or in addition to the address set forth below. Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

25.4 Designation of Recipients. Until changed by Notice duly given, the following persons shall receive all notices required or permitted to be given under the provisions of this Contract:

(a) For Contractor:

Michael A. Cullinane, P.E.
Bryan A. Stirrat & Associates
1360 Valley Vista Drive
Diamond Bar, CA 91765
Telephone: 909-860-7777
Facsimile: 909-860-8017

(b) For County:

Greg Saul, P.E., P.W.E. III
Solid Waste Management Division
County of San Bernardino
222 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017
Telephone: 909-386-8725
Facsimile: 909-386--8900

25.5 Facsimile Transmission. Service utilizing facsimile transmission as set forth above will be effective only in respect to a person who has included a facsimile telephone number as part of its address for notice pursuant to this Section.

26. Contract Assignability.

Without the prior written consent of the County, the Contract is not assignable by the Consultant either in whole or in part.

27. Contract Amendments.

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the required persons.

28. Attorney Fees and Costs.

If any legal action is instituted to enforce any party's rights in the Contract, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 8, **Indemnification**.

29. Venue.

The venue of any action or claim brought by any party to the Contract will be San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

30. Jury Trial Waiver.

Consultant and County hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Consultant against County or County against Consultant on any matter arising out of, or in any way connected with the Contract, the relationship of Consultant and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation emergency or otherwise, now or hereafter in effect.

31. Recycled Paper Products.

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

In addition, the policy requires the use of recycled products in fulfilling contractual obligations wherever practicable. Attached hereto as Exhibit "4" is Policy 11-10 and Standard Practice 11-10SP implementing that Policy.

32. Miscellaneous Provisions.

32.1 Compliance with Legal Requirements. With respect to its performance of any work required under this Contract, Consultant and its subcontractors shall be required to meet all legal requirements the County requires all of its contractors to meet.

32.2 Covenant of Good Faith and Fair Dealing. The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

32.3 Determination of Rights – Disputes. Notwithstanding any other provision to the contrary contained herein, all disputes under this Contract which cannot be resolved by the parties shall be resolved by judicial action. All delinquent amounts due hereunder shall bear simple interest at the lower of the maximum rate permitted by law or the rate of seven percent (7%) per annum.

32.4 Complete Agreement; Priority. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated herein by reference, and other documents incorporated herein, represents the complete agreement between the parties. It supersedes all prior agreements and proposals between the parties in respect to the subject matter hereof, and it may be amended, discharged or waived only by a further agreement in writing signed by each party. To the extent there is any conflict between the terms of the text of this Contract and the terms of any Exhibit or attachment to this Contract, the terms of the text of this Contract shall control the terms of the Exhibit or attachment.

32.5 Binding Effect. This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

32.6 Captions and Headings. Section, subsection, and paragraph captions and headings are used only for convenience and shall not be used in determining the intent of the parties in entering into this Contract nor in otherwise construing or interpreting this Contract.

32.7 Severability. If any provision of this Contract shall be declared illegal, void, voidable, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect unless the resulting interpretation of the Contract shall materially alter the obligations of either party so as to work an unfair hardship on such party (the “**Burdened Party**”), in which case the Burdened Party shall have the option to request a re-negotiation of the Contract and/or to terminate this Contract upon at least ninety (90) days advance written notice to the other party. By way of clarification of, and not as a change to, the original intent of the parties, no such termination shall be deemed a termination for the convenience of the County.

32.8 Execution in Counterparts. This Contract may be executed in counterparts, each of which, when each party has executed and delivered a counterpart to the other party, shall constitute an original and enforceable contract for all purposes.

32.9 Governing Law. This Contract shall be governed by and construed according to the laws of the State of California.

32.10 Time for Performance. Time is of the essence in performance of this Contract and of each of its provisions.

32.11 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and the Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

BRYAN A. STIRRAT & ASSOCIATES

(Print or type name of corporation, company, contractor, etc.)

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

By ►
(Authorized signature - sign in blue ink)

Name Michael A. Cullinane, P.E.
(Print or type name of person signing contract)

Title Vice President
(Print or Type)

Dated February, 2003

Address 1360 Valley Vista Drive
Diamond Bar, CA 91765

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Reviewed for Processing

►
Agency Administrator/CAO

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Standard Contract
Exhibit 1
Scope of Work

THIS EXHIBIT IS ON FILE WITH
THE CLERK OF THE BOARD

Standard Contract
EXHIBIT 2

Cost Proposal

THIS EXHIBIT IS ON FILE WITH
THE CLERK OF THE BOARD

Standard Contract
EXHIBIT 3

INVOICE SUMMARY

Company Name/Letterhead
Remit to Address
City, State, Zip Code

Date

County of San Bernardino
Department of Public Works
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

Invoice # _____

SAMPLE

Attention: Fiscal Section

Project Title: "Anytown" Landfill-Expansion

Description of the Project: Conceptual Design and Permitting for the Expansion Area

Contract #: 00-000

INVOICE SUMMARY

Site Location	Task #	Scope of Work	Amount	Less Retention	Net Amount
"Anytown"	100	Design Parameters	\$	(\$)	\$
"Anytown"	200	Geotechnical Analysis	\$	(\$)	\$
"Anytown"	500	CEQA Support/Public Relations	\$	(\$)	\$
"Anytown"	900	Meetings/Project Coordination/Admin			
		Total Current Charges	\$		
		Less: 10% Retention	(\$)		
		Total Charges Due	\$		

Submitted by: _____
(Name) (Title)

(Telephone)

Note: ALL terminology should be consistent with language used in the contract.

Standard Contract
EXHIBIT 4

Standard Policy 11-10

And

Standard Practice 11-10SP

THIS EXHIBIT IS ON FILE WITH
THE CLERK OF THE BOARD